

To: Judge Joseph Bianco  
From: Jori and Stephen Curry  
Re: Tommy Constantine

June 10, 2014

CR-13-607

FILED  
IN CLERK'S OFFICE  
U.S. DISTRICT COURT E.D.N.Y.

★ JUN 12 2014 ★

LONG ISLAND OFFICE

Jori Curry  
320 Evergreen Court, Libertyville IL 60048  
Phone: 847-881-6216 Fax: 847-557-1213

Dear Judge Bianco,

My husband and I are in the process in putting up our home for bond in the Tommy Constantine trial.

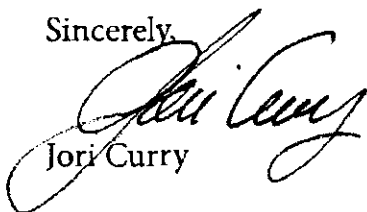
We have the final document so that he can be released. Our Concern is the sentence **"Fails to comply with any conditions of release set by the court."**

He is only allowed to leave the house for a medical appointment. We are worried that he may go to a dental appointment, and his local probation official might not have that information and he could be *in theory* in violation due to a communication error. We just don't want to be in jeopardy of losing our home due to a Chiropractor or other medical appointment.

We went downtown Chicago to the courthouse to get the ball rolling, and the judge in Chicago ensured us our participation was solely if he does not show up for trial or sentencing.

I'm terribly sorry to bother you with this, but while we are comfortable that he will not flee and will be present for all court dates, the sentence above is vague, and we want to be sure we know what we are agreeing to.

Sincerely,

  
Jori Curry

AO 100 (Rev. 06/09) Agreement to Forfeit Real Property to Obtain a Defendant's Release

# UNITED STATES DISTRICT COURT

for the

Eastern District of New York

United States of America

v.

Tommy Constantine

*Defendant*

Case No. 13-CR-607(JFB)

## AGREEMENT TO FORFEIT REAL PROPERTY TO OBTAIN A DEFENDANT'S RELEASE

To obtain the defendant's release, we jointly and severally agree to forfeit the following property to the United States of America if this defendant fails to appear as required for any court proceeding or for the service of any sentence imposed as may be noticed or ordered by any court considering this matter, or fails to comply with any conditions of release set by the court (describe property and any claim, lien, mortgage, or other encumbrance on it):

Steve and Jori Curry

310 South Michigan Avenue Unit 907  
Chicago, IL 60604

Our Concern is the sentence "Fails to comply with any conditions of release set by the court." He is only allowed to leave the house for a medical appointment. We are worried that he may go to a dental appointment, and his local probation official might not have that information and he could be in theory in violation due to a communication error. The judge in Chicago ensured us our participation was solely if he does not show up for trial or sentencing.

**Ownership.** We declare under penalty of perjury that we are this property's sole owners and that it is not subject to any claim, lien, mortgage, or other encumbrance except as disclosed above. We promise not to sell, mortgage, or otherwise encumber the property, or do anything to reduce its value while this agreement is in effect. We deposit with the court the following ownership documents, including any encumbrance documents (list all documents and submit as attachments):

Please see attached Deed and Appraisal

**Surety Information.** We understand that the court and the United States of America will rely on the surety information in approving this agreement.

**Conditions of Release.** We state that we have either read all court-ordered conditions of release imposed on the defendant or had them explained to us.

**Continuing Agreement.** Unless the court orders otherwise, this agreement remains in effect during any appeal or other review until the defendant has satisfied all court notices, orders, and conditions.

**Exoneration of Sureties.** This agreement is satisfied and ends if the defendant is exonerated on all charges or, if convicted, the defendant reports to serve any sentence imposed.

**Forfeiture.** If the defendant fails to obey all conditions of release, court notices, and orders to appear, the court will immediately order the property forfeited and on motion of the United States of America may order a judgment of forfeiture against the signing parties and their representatives, jointly and severally, including interest and costs.

AO 100 (Rev. 06/09) Agreement to Forfeit Real Property to Obtain a Defendant's Release

I swear under penalty of perjury that the above information is true and agree to the conditions of this agreement.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Defendant (if a property owner)*

City and state: \_\_\_\_\_

\_\_\_\_\_  
*Property owner's printed name*

\_\_\_\_\_  
*Property owner's signature*

\_\_\_\_\_  
*Property owner's printed name*

\_\_\_\_\_  
*Property owner's signature*

\_\_\_\_\_  
*Property owner's printed name*

\_\_\_\_\_  
*Property owner's signature*

Sworn and signed before me.

\_\_\_\_\_  
*CLERK OF COURT*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Clerk or Deputy Clerk*

Agreement accepted.

\_\_\_\_\_  
*UNITED STATES OF AMERICA*

Date: \_\_\_\_\_

\_\_\_\_\_  
*Assistant United States Attorney's signature*

Agreement approved.

Date: \_\_\_\_\_

\_\_\_\_\_  
*Judge's signature*